

Algona CSD

Algona EA

7/1/2006 6/30/2007

MASTER CONTRACT

BETWEEN

ALGONA COMMUNITY SCHOOL DISTRICT

BOARD OF EDUCATION

AND

ALGONA ASSOCIATION OF EDUCATORS

2006-07

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ARTICLE I RECOGNITION AND DEFINITIONS

SECTION 1.1 RECOGNITION

The Algona Community Board of Education recognizes the Algona Association of Educators as the certified exclusive bargaining representative for all personnel as established by the "ORDER OF CERTIFICATION", Case No. 359, which states as follows: "Included in the bargaining unit: Regular classroom teachers (K-12) general certificated by D.E., full-time and regular part-time; Teachers (K-12) certificated by D.E.; Art, Music-Vocal and Instrumental, Physical Education, Handicapped, Audio Visual Coordinator, Chapter I Personnel - employed exclusively in the Algona Community Schools, Guidance Counselors, and Librarians (Media Specialists) and School Nurse."

"Excluded from the bargaining unit: Professional Personnel: Superintendent, Director of Business Affairs, Director of Curriculum, Principals, Assistant Principals, Chapter I Personnel (employed in non-public schools, full and part-time), substitute teachers, all part-time non-contracted certificated personnel, all other supervisory personnel as defined in Section 20.4, Sub-Section 2, 1975 Code of Iowa. Classified Personnel: secretarial and clerical - confidential and non-confidential; Maintenance Personnel: Director, other maintenance workers; Transportation Personnel: Director (foreman), mechanic, drivers; Food Service Personnel: Director, managers, other food service personnel; teacher aides - all para-professionals; all other non-certificated personnel."

SECTION 1.2 BARGAINING UNIT DURATION

This recognition shall be considered as valid for the life of this Agreement only insofar as the above described bargaining unit and its sole representative, as indicated, shall remain on the properly certified approved list as provided by the act under the Public Employment Relations Board rules and regulations. If decertification occurs, this recognition shall be invalid and non-existent at the time the Algona Community School Board of Education receives such notification from the Public Employment Relations Board.

SECTION 1.3 DEFINITIONS

1. The term "Board", as used in this Agreement, shall mean the Board of Education of the Algona Community School District.
2. The term "employee" as used in this Agreement, shall mean those employees which are described in the "ORDER OF CERTIFICATION", Case No. 359 of the Public Employment Relations Board.
3. The term "Association", as used in this Agreement shall mean the Algona Association of Educators as certified by P.E.R.B.

ARTICLE II GRIEVANCE PROCEDURE

SECTION 2.1 DEFINITION

A grievance shall mean only a complaint that there is an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement, unless specifically excepted from this grievance procedure.

SECTION 2.2 REGULATIONS

Any employee(s) covered by this Agreement, or the Association, shall have the right to present alleged grievances in accordance with the procedures of this Article.

The purpose of this procedure is to secure solutions to alleged grievances at the lowest possible level. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of procedure.

A Grievant may be represented at all pre-arbitration stages of the grievance procedure by himself/herself or, at his/her option, by a representative.

The failure of an employee or the Association to act on such alleged grievances within the prescribed time limits shall act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next level. The time limits, however, may be extended by mutual agreement.

It is agreed that any investigations or other handling or the processing of any alleged grievance by the grieving employee(s) covered by this agreement, or the Association, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and the related work activities of the grieving employee(s), or of any other employees.

SECTION 2.3 GRIEVANCE PROCEDURE

Grievances shall be handled in the following manner:

- Level 1: An attempt shall be made to resolve any alleged grievance in informal verbal discussion between the aggrieved and the building principal or immediate supervisor. Such discussion shall take place in the principal's office. The grievant shall state that the discussion is a Level 1 Grievance. Otherwise such informal discussion shall not constitute a Level 1 Grievance.
- Level 2: If, as a result of the informal discussion with the principal or immediate supervisor at Level 1, a grievance is not resolved, the aggrieved may invoke the formal grievance procedure by completing the proper form. The grievance form shall be available from the Association representative in each building and said form shall be signed by the aggrieved. A copy of the grievance form shall be delivered to the appropriate principal or immediate supervisor and superintendent.

The filing of the formal written alleged grievance at the second level shall be made within fifteen(15) school days from the date of the occurrence of the event giving rise to the alleged grievance. The written grievance shall state the following:

1. The date of this alleged grievance and all facts giving rise to the filing of this alleged grievance.
2. The specific article and/or articles of this Agreement alleged to be in violation, misinterpretation, or misapplication.
3. The relief which is being sought from the alleged grievance.
4. The nature of the alleged grievance.
5. The contention of the employee as regards that there is an alleged grievance, misinterpretation, or misapplication

The principal or immediate supervisor shall meet with the aggrieved within ten (10) school days after the receipt of the Level 2 form. If requested by the aggrieved, a designated representative of the Association may be present. The principal may also have a designee present. Within ten (10) school days following the meeting with the aggrieved, the principal or immediate supervisor shall make a decision on the grievance and communicate it in writing to the aggrieved, the Association President and Superintendent of Schools, such decision to be delivered in person or by certified mail.

Level 3: In the event that an alleged grievance has not been satisfactorily resolved at the second level, the aggrieved may file, within five (5) school days of the principal's written decision at the second level delivered in person or by certified mail, a copy of the alleged grievance with the superintendent. The superintendent shall meet with the aggrieved within ten (10) school days of receipt of the grievance. If requested by the grievant, a designated representative of the Association may be present. The superintendent may also have a designee present. Within ten (10) school days following the meeting with the aggrieved, the superintendent or designee shall indicate disposition of the grievance in writing and shall furnish a copy thereof to the grievant, the Board President and the Association President.

Level 4: If, within five (5) school days after the date of the written decision by the superintendent in Level 3 of these procedures, the aggrieved wishes to advance the complaint of alleged grievance to this fourth (4th) level of these procedures, the aggrieved may do so by submitting, in writing, a request to the superintendent. The following procedures shall then become available and will be caused to be implemented:

1. The superintendent and the president of the Association, with the aggrieved, in a joint manner, shall attempt to arrive at the selection of the disinterested and impartial arbitrator to resolve the alleged grievance. If such arbitrator is not selected within five (5) school days after the date of the request for arbitration, then the Association

and the superintendent shall, jointly, submit a request to the Public Employment Relations Board for a list of three (3) names. The parties shall attempt to mutually select an arbitrator from the list of three (3) names within three (3) school days after receipt of list. If mutual agreement is not reached, the parties shall determine by "lot" which party shall have the right to remove the first name from the list. The winner of the "lot" shall have the right to remove the first name or "pass" to the other party who will then remove the first name. The party removing the first name shall do so within two (2) school days, and the other party shall have one (1) additional school day to remove one of the two remaining names. The person whose name remains shall be the arbitrator.

2. From the time of his/her arrival in the District, the arbitrator shall have a maximum of thirty (30) calendar days in which to reach a decision, and shall within these thirty (30) days serve on both parties his/her findings and reports, in writing, which shall then become binding upon both parties to this Agreement.

SECTION 2.4 AUTHORITY OF THE ARBITRATOR

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. The authority of the arbitrator shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the District and the Association and the decision of the arbitrator must be based solely and only upon the arbitrator's interpretation of the meaning or application of the express relevant language of the Agreement. The arbitrator shall act as the servant of the parties.

SECTION 2.5 EXPENSES OF ARBITRATION

The expenses for the arbitrator's services shall be borne equally by the Board and the Association.

SECTION 2.6 YEAR-END GRIEVANCE

In the event that a grievance is filed at such time that it cannot be processed through the grievance procedures by the end of the school year, mutual agreement shall be made in regard to time limits set forth in this Agreement to reduce them so as to make it possible to exhaust the grievance as quickly as possible.

ARTICLE III SALARY AND BENEFITS

SECTION 3.1 SALARIES AND CONDITIONS FOR INCREMENTS

The basic and supplemental salary schedules which shall be effective for this Agreement are set forth in Attachments I, II and III of this contract and made a part thereof.

The Board shall reserve the right to withhold a salary increment advance to an individual if, in its determination, that individual's performance is documented to be sub-standard to that required by the Board.

The Board may allow full credit for previous teaching experience as a credit toward placement on the existing salary schedule at the time an employee is hired by the Board.

SECTION 3.2 VERTICAL SALARY INCREMENTS

- A. Employees on the salary schedules (Attachments I and II) shall be granted one increment or vertical step on the salary schedule for each year of successful service until the maximum for their educational classification is reached.
- B. In order to be eligible for vertical advancement on the salary schedule, personnel holding term certificates based on a degree must meet minimum requirements of the Iowa Department of Education for certificate renewal. Personnel with Life or Permanent Professional Certificates must file evidence that they are making an effort to keep abreast of changes taking place in their area of teaching. Said evidence may be any of the following:
 - 1. Approved inservice courses for which no college credit is given.
 - 2. Approved educational or cultural travel.
 - 3. Approved professional writing, research workshops, seminars for which no college credit is given.
- C. In case of failure to comply with paragraph B of this Section, a teacher shall remain stationary on the salary schedule; any teacher having reached the maximum on the schedule or individual lane failing to comply shall remain at the same salary as the preceding year.

SECTION 3.3 HORIZONTAL SALARY INCREMENTS

Employees covered by this Agreement shall be moved to a higher lane horizontally on the salary schedule at the start of a given contract year in which qualifications are met for that higher lane. Proof of qualification shall be made by the employee through the furnishing of a personal letter to the superintendent on or before August 15. An official transcript shall be made available to the Superintendent of Schools on or before November 1 of the contract year for which the advance is sought. After November 1, new horizontal increments will not be paid until the official transcript is received, at which time the salary will return to the higher lane again. Advancement to a higher lane horizontally on the salary schedule shall place the employee on the corresponding step to the lane from which the employee is being advanced, unless an employee is at the maximum step of their educational

lane and the horizontal move is to a lane which has additional steps, in which case the employee shall also move one step vertically.

Application blanks and procedures to follow are available in the Superintendent's office.

SECTION 3.4 PAY PERIODS

Each employee covered by this Agreement shall be paid in twenty-four (24) equal installments for the contract year in which such payments are made. Such installments shall be paid bimonthly on the fifth (5th) and twentieth (20th) days of each month, with the provision that computer error or malfunction shall not cause any grievance to be filed under this section, and with the understanding that should computer difficulty cause delay of the employee's payroll warrant, that such payment will be made as soon as is expediently possible. Payroll warrants shall be distributed to employees at their principal place of assignment. When a pay date falls on a holiday, a Saturday, or a Sunday, the pay warrant shall be made on the last previous working day. July and August pay warrants shall be distributed on June 20th.

SECTION 3.5 END-OF-YEAR PAY

At the end of the school year, each employee shall complete an end-of-the-year form as provided by the District in which, and among other items of information, the employee shall indicate where the employee wishes to receive his/her summer checks (pick them up at the business office, have them mailed to the employee's home address, or mailed to a bank for deposit).

SECTION 3.6 NO EXTRA COMPENSATION

The Board will not pay any extra compensation to any school employee covered by this Agreement beyond the terms of the employee's contract, or the supplemental contract, except as may be provided in this article.

SECTION 3.7 SUMMER WAGES

Employees engaged in professional teaching or curriculum work as an employee of the Board, when such job is not covered by the supplemental pay schedule, will be reimbursed on a basis of Twenty One Dollars and Ten Cents (\$21.10) per hour. (Amount increased by same % as base rounded to last \$.05)

SECTION 3.8 HOLIDAYS

It shall be agreed by both parties that the establishment of holiday observances in this contract shall be limited to and only those herein listed as follows:

- | | |
|---------------------|-------------------|
| 1. Labor Day | 4. New Year's Day |
| 2. Thanksgiving Day | 5. Good Friday |
| 3. Christmas Day | 6. Memorial Day |

These holidays listed above shall be non-school days with pay to the employees. These holidays shall be counted as a part of the basic contract days of all employees covered by this Agreement.

SECTION 3.9 VACATIONS

The actual number of days of vacation at Thanksgiving, Christmas, New Year's and Easter shall be the same for employees covered by this Agreement, and the students.

SECTION 3.10 INSURANCE

A. The Board agrees to provide, as fringe benefits, to the employees covered by this contract, the following and only the following items, subject to any and all terms and conditions as are set forth in this article.

1. Medical and Hospital Insurance. The Board agrees to pay full premium for the medical and hospital insurance for each employee and \$375 per month for the Board's family insurance program only for each family unit covered by this contract, not to each family member. Each employee shall continue to be covered by the presently existing health and major medical program or its equivalent, without reduction in the level of insurance benefits.
2. Vision and Dental Insurance. The Board agrees to pay full premium for vision and dental insurance for each employee.
3. The total cost of both Term Life Insurance (\$20,000) and Long Term Disability Insurance per employee shall be paid by the District. However, the District will provide LTD insurance to employees between ages 65 and 70 as per the U.S. Department of Labor guidelines only if the District is able to find a rated insurance company who will provide LTD insurance to employees in this age bracket.
4. Workmen's Compensation. Only those benefits from Workmen's Compensation as are made available under existing law and as are applicable to employees covered by this Agreement shall be provided. Claims in any case, from an employee, to be submitted for Workmen's Compensation benefits are to be filed in the business office of the District.

B. The terms and conditions for the provisions of insurance as provided for in Part A of this section shall be agreed to by both parties, and shall be as follows:

1. Effective date for start of coverage shall be the first day of employment of any new and/or continuing employee.
2. All employees covered by this Agreement who are less than half time shall not be eligible for any fringe benefits as are listed in Part A of this section, except in the possible case of statutory benefits which may be available under Workmen's Compensation.
3. At the point in time during the life of this Agreement when an employee's status of employment and/or marital status changes, there will be adjustments made as are applicable under the terms and conditions of this article.
4. Split Plan Options. The parties agree to allow employees to participate in optional higher deductible health insurance plans as provided by the insurance carrier.

- C. The Board shall work with the Association when selecting insurance carriers. However, it shall be agreed by both parties that the selection of any and all insurance carriers shall be the exclusive, sole, and unilateral prerogative of the Board.

SECTION 3.11 OTHER AUTHORIZED DEDUCTIONS

- A. Deduction for the Tax Sheltered Annuity programs will be taken out of an employee's paychecks once the proper authorization has been given to the accountant and such program has been approved by the Board. These deductions will be entered into the computer on August 15 and December 15 only.
- B. Deductions for professional Association dues will be taken out of an employee's paycheck once the proper authorization has been given to the business office. Pursuant to a deduction authorization, the Board shall deduct 1/24 of the employee's total dues from the regular salary check that the employee receives on the 5th and 20th day of each month. Such authorization for continuing employees must be set up August 15 and shall continue in effect from year to year unless revoked in writing by a 30-day notice to the Board and to the Association. Money withheld pursuant to this section shall be forwarded in one payment to the Association treasurer on a monthly basis with an accounting of amounts withheld and amounts yet due by the business office. The Dues Deduction Authorization form is enclosed as Attachment IV.
- C. Optional insurance program for spouse and/or the family plan is available from the Board-provided insurance program. This deduction shall be withheld from the 5th of the month paycheck during the contract year in which the employee is under contract.
- D. It is agreed by both parties that when an employee leaves the employ of the Board, or is terminated by the Board, any and all such deductions shall be terminated with the last payroll warrant issued to that employee by the District.

SECTION 3.12 HOUSE FILE 499 FUNDING

Phase II funds shall be distributed to qualified staff members according to the following guidelines as long as the funds are provided to the District. If for any reason, any Phase is not fully funded, any payments to qualified recipients shall be reduced by the same percentage as the appropriations are reduced.

- A. PHASE II FUNDS. Phase II money shall be incorporated into an approved Salary Schedule (Attachment II of the Master Contract). All Phase II salary amounts thus incorporated shall be included in 24 regular paychecks to the teacher.

ARTICLE IV LEAVE PROVISIONS

SECTION 4.1 APPLICATION AND CONDITIONS FOR LEAVES

All application forms which have relation to the leave provisions of this article shall be provided by the District, and all employees making use of the provisions in this article shall complete and file such applicable form(s) as are determined to be needed, such determination to rest with the Board and the administration. All Requests For Leave shall first be submitted to the employee's Principal for consideration and then forwarded to the Superintendent for final consideration. A "Request for Leave" form will not be needed when a teacher is to be gone with students on a Field Trip if a substitute teacher is not needed.

Any and all provisions of this article shall be considered, when approved and granted, as leave from the school system and not from a specific position or job assignment.

All leave time approved and granted under this article shall be assessed and charged in one-half day units or multiples thereof unless otherwise specified in other sections of this contract.

In the event that the need arises for an employee to have to leave school for an extreme emergency situation that does not allow ample time to file the appropriate request form for such leave provisions as are afforded by this article, it shall be considered sufficient if that employee reports the extreme emergency need immediately to the building principal or designee, and makes arrangements to be excused at once. Upon the immediate return to duty, the employee shall complete and file the appropriate request forms, except as may otherwise be provided for at another place in this article.

SECTION 4.2 PERSONAL ILLNESS LEAVE

All employees covered by this Agreement shall be granted leave of absence for personal illness or injury with full pay for such leave time as follows:

1. First year of employment by district -12 days
2. Second year of employment by District -13 days
3. Third year of employment by District -14 days
4. Fourth and subsequent years of employment by District -15 days

The aforementioned amounts shall apply only to consecutive years of employment in the same school district and unused portions shall be cumulative to a total of one hundred (100) days. A record of each employee's total available leave provided by this article shall be maintained in the business office of the District. The Board may, in each instance, require reasonable evidence(s) as it may desire confirming the necessity for such leave of absence. The Board shall reserve the right to require examination by an independent licensed physician of its choice in the event of an extended illness. The expense incurred by such examination shall be paid by the Board. The provisions of this section apply only to absences for illness and/or injury to the employee so covered by this Agreement. In addition, each employee shall be entitled to use up to six (6) days of accumulated personal illness leave for the purpose of caring for that employee's family illness which does not require hospitalization.

SECTION 4.3 BEREAVEMENT LEAVE

In case of the death of a member of the employee's immediate family (defined as a mother, father, stepfather, stepmother, father-in-law or mother-in-law, stepfather-in-law or stepmother-in-law, husband, wife, brother, sister, stepbrother or stepsister, child or stepchild, sister-in-law, brother-in-law, stepsister-in-law, stepbrother-in-law, son-in-law, daughter-in-law, stepson-in-law, stepdaughter-in-law, grandmother, grandfather, stepgrandparent, grandchild, stepgrandchild, or legal dependent) not more than five (5) days of leave shall be allowed with full pay. Each of these leaves shall be granted on a per case basis. These days may be used previous to death if notified that death is imminent. One day per year may be granted at the employee's discretion in case of death of an individual not included in the above definitions.

SECTION 4.4 IMMEDIATE FAMILY ILLNESS LEAVE

Two (2) days of absence per occurrence shall be allowed in the case of hospitalization, serious illness under the direct care of a doctor or as a hospital outpatient, or surgery for members of the immediate family and charged to sick leave. Under extenuating circumstances, an additional day or days not to exceed six (6) may be approved at the discretion of the superintendent. The employee may not use Section 4.4 for more than six (6) days per contract year.

SECTION 4.5 PERSONAL LEAVE

Three (3) days of Personal Leave per year, non-cumulative, shall be available for use by an employee for personal business that cannot be accomplished after school hours or on weekends. These days shall also be available for bereavement in the case of death of any relative not covered in Section 4.3 or close friend. The request for Personal Leave must be submitted at least 48 hours before the time of the leave, or as soon as possible in the case of bereavement. Such leave can be taken in whole day or half day increments. Personal Leave, except in the case of bereavement, may not be used on any school day immediately preceding or following a school vacation or holiday; however, an employee may take Personal Leave on these days to attend any school activity which involves their immediate family. Personal Leave may not be used on contract days such as Teacher Workshops, Inservice Training or Parent/Teacher Conference Days. (Teacher must specify school activity.) No more than eight (8) employees shall be granted Personal Leave, except in the case of Bereavement, on any given day (2 High School, 2 Middle School, 4 Elementary [one per building plus one floating day]). No deduction shall be taken for the first two days or equivalent half days of leave taken. \$40 shall be deducted from the employee's salary (\$20.00 per half day) for the third day of leave.

SECTION 4.6 BUSINESS LEAVE

Employees covered by this Agreement may be granted one (1) day of leave per contract year, without loss of pay, for business purposes. The request for this leave shall be submitted five (5) work days in advance of the day requested for leave except in the case of emergency. The day shall be used for business which cannot be accomplished on a Saturday, Sunday or holiday. This is a non-cumulative leave and shall not be used on days prior to or after vacations or holidays or during workshop or inservice days unless due to an emergency. Business Leave shall be approved only for the following reasons:

Court appearances when not under subpoena but requested to be present; emergency referral for a different member of the immediate family by a local doctor, if immediate family illness leave has already been completely used; I.R.S. audits; legal matters involving estates, divorce proceedings, land transfer or other legal matters requiring out-of-town appointments; IPERS retirement visits; and arranging for college programs only when advisors are not available on weekends.

SECTION 4.7 ASSOCIATION LEAVE

Up to six (6) days each year shall be available to the Association for its representatives to attend conferences, conventions, or other activities of the local, state, and national education associations.

(Example: 3 employees x 2 days = 6 days or 6 employees x 1 day = 6 days, etc.)

Additional days, not to exceed six (6) days each school year, shall be available to members of the Algona Association of Educators who are elected members of state or unit Uni-Serv ISEA Boards when attending official meetings of those organizations. The Association shall reimburse the Board of Education for the cost of the substitute teachers for absent employees within ten (10) work days following the leave. A Request for Leave form shall be submitted seven (7) school days in advance of the day(s) requested.

SECTION 4.8 MATERNITY LEAVE

- A. Physical disability resulting from pregnancy shall be treated as an illness and subject to the Sick Leave provisions of this Agreement.
- B. An employee who is pregnant and anticipates that her pregnancy shall cause her to be absent from her duties during any portion of the employee work year shall notify the principal not later than the beginning of the fifth (5th) month of pregnancy. Such notice shall be in writing and shall include the following information, if known:
 - 1. Expected date of childbirth.
 - 2. Whether she plans to continue to perform her duties during the period of pregnancy.
 - 3. The date she wishes to commence her maternity leave.
 - 4. Whether she plans to return to her duties following childbirth and, if so, the date she wishes to return. The principal shall immediately be advised of any changes in the dates provided in such notice.
- C. Any pregnant employee who desires to continue the performance of her duties during the period of her pregnancy may continue to do so provided that her health and teaching are not affected, and the employee is physically capable of continuing her duties. Upon request of the principal, the employee shall provide a statement from her physician stating that she is capable of performing her duties during pregnancy.

- D. A teacher who is pregnant shall begin sick leave on such date as medically indicated by the teacher's physician and reported in writing to the principal. The teacher shall return to her position at such time as her physician states she is physically able to do so.
- E. An additional leave of less than ten (10) days beyond the medically indicated dates shall be as mutually agreed upon by the principal and the employee. Any such extension for reasons not related to the employee's ability to perform her regular duties shall be treated as a non-paid leave and not considered as sick leave.
- F. An extended leave of absence without pay beyond the time medically indicated for the termination of maternity leave may be granted at the Board's discretion upon the employee's request. The decision given by the Board to such request shall not be subject to the grievance procedure of this contract.

SECTION 4.9 PROFESSIONAL LEAVE

Attendance at educational and professional meetings is permitted with full pay if such absence is approved by the immediate supervisor and superintendent. The request for this leave shall be submitted at least five (5) school days prior to the day requested for the leave. In the event an employee covered by this Agreement wishes to make application for professional leave which is for more than one-day absence, the request shall be submitted at least ten (10) school days in advance of the days requested for leave.

SECTION 4.10 JURY DUTY/COURT APPEARANCES

It shall be agreed that any leave granted under this section shall be limited to only cases wherein employees covered by this Agreement are under subpoena or direct court order to appear. Requirements for application for this type of leave shall include, but not be limited to, the following:

- A. Application for such leave shall be immediately submitted to the building principal by the employee so concerned upon the notification of the employee by subpoena or court order.
- B. In order that no employee covered by this Agreement shall suffer financial loss because of any such absences as may occur under this section, the employee shall be paid by the District for the difference between the employee's normal contract salary and the compensation received for jury duty. Notification and certification to the Board of the amount the employee receives from any such jury duty shall be made by the employee to the Board not later than five (5) school days after the end of such jury duty. This notification and certification shall then become the basis on which the payment differential between the amount received for jury duty and the employee's normal contract salary amount shall be paid to the employee. Payroll adjustment as required in any such cases shall be made at the very next payroll issuance by the District which is possible, excepting any computer limitations which may exist.

SECTION 4.11 OTHER LEAVES OF ABSENCE

Other leaves of absence with pay not specifically covered in this Agreement may be granted at the discretion of the Board, or in the event of an emergency at the discretion of the superintendent. Extended leave without pay may be granted at the discretion of the Board. Persons on extended leave shall have the opportunity to maintain the District's current insurance program. Upon return to the district, the employee shall be on the step the employee would have been on during the extended leave. Benefits and seniority accrued prior to the extended leave shall be carried over to the employee upon return.

SECTION 4.12 LEAVE WITHOUT PAY

Any absence not covered by this Agreement will result in a deduction. The amount of the deduction will be determined by dividing the total contract amount by the number of contract days and multiplying by the number of days of absence. In addition, any employee with absences not granted by this Agreement, and not approved by the Board, shall be subject to non-compliance with contract terms and subject for dismissal.

ARTICLE V BASIC EMPLOYMENT CONDITIONS

SECTION 5.1 LENGTH OF WORKDAY

- A. It shall be agreed by both parties that the contract day for employees covered by this agreement shall be from 8:10 a.m. to 3:50 p.m. on each contract day. Unexcused tardiness on the part of employees covered by this Agreement is an unacceptable work habit. Exceptions to the above are as follows:
1. Employees covered by this Agreement may leave at 3:40 p.m. on any Friday contract day, except in cases where their presence is required for job responsibilities.
 2. Employees may leave fifteen (15) minutes following the dismissal of students on a school day preceding a holiday, except in cases where their presence is required for job responsibilities. Dismissal time to be established by the Board or designee.
 3. Employees working at the East Fork Alternative High School have a workday of 8:00 a.m. to 8:00 p.m. four days per week, Monday through Thursday. No employee would be expected to routinely work more than forty hours per week. All other workday guidelines in Article V. would still apply.
- B. It shall be understood and agreed that each employee covered by this Agreement shall be responsible for assuming supervisory duties at three (3) student activities in the District, according to a schedule to be made out in advance by the respective principal, and approved by the superintendent. Teachers assigned to duties in areas other than where they normally teach, may request that the duty be confined to ticket selling or ticket taking if they make the request in writing to the superintendent prior to the completion of pre-school inservice training.
- C. It shall be understood and agreed that employees covered by this Agreement shall attend meetings called by administrators. Such meetings shall be for the orderly conduct of building affairs where the meeting is called, for curriculum work, and for any and all other pertinent meetings as may be essential and necessary for carrying out the mission of the District as determined by the Board and the administration. The number of such meetings shall be of reasonable quantity in order to accomplish the purpose of such meetings. These meetings may be called before school or after school, at the discretion of the administrator.
- D. It shall be understood and agreed by both parties that all time between 8:10 a.m. and 3:50 p.m., except for the lunch break, shall be subject to administrative structure. This shall include, but not be limited to, classroom instruction, duty assignment, subject preparation, curriculum meetings, parent conferences, administrative conferences, and/or preparation and planning time. The use of preparation and planning time shall be subject to the general supervision of the building administrator.
- E. It shall be understood and agreed by employees covered by this Agreement that they shall not be permitted to leave their assigned place of job responsibility during the contract day or work assignment to other work schedules outside the contract work day unless they have the permission of the immediate supervisor, except as may be specifically indicated at another place in this Agreement. An employee may grieve only those leaves granted under this section which are granted by the employee's immediate supervisor.

- F. No employee covered by this Agreement shall visit with or discuss business matters of a personal nature with any representative or agent during the hours of work established by this article, except as indicated in Part D above.
- G. No employee covered by this Agreement shall visit or discuss with salespersons matters related to textbooks, publications of the school, class insignia, athletic equipment, school equipment, school supplies, building and custodial supplies and the like without first securing the permission of the building administrator. Permission to be in the school for such purposes as are herein indicated in this section shall require the agent or business representative to first of all secure the permission of the principal, superintendent, or designee.
- H. Assignment of employees covered by this Agreement to curriculum committees and curriculum development shall be in the area of job responsibility and at the direction of the administration, and shall be considered as a part of the employee's job responsibilities.
- I. Any and all such meetings as the Association may call or the transaction of any business by the Association, its members, representatives or agents thereof on behalf of the Association shall be held outside the working hours and assignments as are established by this article. Employees covered by this Agreement shall be on duty for the full time of assignment and shall not leave assigned duties in advance. Elected representatives of the ISEA or NEA may visit in the lounges provided there is no interruption of teacher-student contact time.

SECTION 5.2 HEALTH

- A. It shall be agreed that the Board may require such physical fitness evidences as it deems appropriate of any new or continuing employee covered by this Agreement. Such requirements shall be utilized in order that the Board is assured that all employees do possess the physical fitness to perform their assigned duties, and are free of communicable disease. Such physical fitness evidences shall be provided upon initial employment and each third year thereafter, and shall be on file prior to the first day of classes.
- B. The Board or its representatives shall keep employees covered by this Agreement informed of physical fitness requirements as are deemed necessary by the Board.
- C. Such medical examinations, by a licensed medical physician, as will show physical fitness and freedom from communicable disease shall be obtained by the employee as required by the Board from the licensed physician of the employee's choice. Reports of all examinations shall be submitted on a form provided by the District.

ARTICLE VI SENIORITY

SECTION 6.1 DEFINITION OF SENIORITY

Seniority for the purpose of this Agreement shall be based on the beginning date of continuous employment as a professional employee of the Algona Community School District. The beginning date shall be the date the employee signed their individual contract. Seniority shall apply to the Area and/or specific curricular areas of Section 7.1 of the Master Contract.

Part-time staff members shall earn seniority on a pro rata basis based on the FTE employee contract. (Example: a 3/4 time employee shall earn .75 year of seniority annually)

A teacher who teaches in more than one Area and/or specific curricular area in the same year(s) shall earn full seniority in all Areas and/or curricular areas being taught that given year.

SECTION 6.2 TERMINATION OF SENIORITY

Seniority shall be terminated if an employee:

1. Quits or resigns, except when resignation is due to Staff Reduction to assure Recall Rights.
2. Is terminated, for reasons other than Staff Reduction.
3. Retires or is retired.
4. Is laid off in accordance with Section 7.1 for a period of time equal to twelve calendar months.
5. Fails to return from an approved leave of absence at its expiration.
6. Fails to accept a Recall offer.

ARTICLE VII STAFF REDUCTION PROCEDURE

SECTION 7.1 REDUCTION OF PERSONNEL

When in the judgment of the Board of Education there is a necessity for reduction of staff personnel, which includes a determination that one or more positions could be combined and still offer the programs deemed to be in the best interest of a quality educational program, the employer shall attempt to accomplish such reduction of staff personnel by attrition.

Reduction of personnel shall be accomplished in Areas and/or specific curricular areas as follows:

- Area A. Any teacher of kindergarten through grade five.
- Area B. Any teacher of a specific curricular area within the middle school. (Grades 6-8)
- Area C. Any teacher of a specific curricular area within the high school. (Grades 9-12)
- Area D. Any special area instructors including, but not limited to Special Education, Music, Art, Physical Education, Librarian, Counselor and Nurse.
- Area E. Any teacher within the East Fork Alternative High School.

If Staff Reduction cannot be accomplished by attrition in the Area and/or specific curricular areas as defined, any teacher holding an emergency or temporary certificate in the Area and/or specific curricular area of concern will be terminated first. If the necessary reduction has not been accomplished by the procedures outlined above, then the teacher(s) with the least seniority in the Area and/or specific curricular area as defined above will be terminated or reduced in contractual time as determined by the administration and Board. In the event that two or more teachers have equal seniority rights in the Area and/or specific curricular area to be reduced, the Board, in its opinion, shall base its decision as to the resulting contract renewal(s) on the relative skill, ability and qualifications of those teachers based on Article VIII.

If, in the opinion of the Board, staff reductions involve the creation of partial positions, the Board may reduce a full-time person and reassign staff members from other Areas or curricular areas to fill the remaining partial position, and the reduced person shall not have Recall rights to those partial assignments. However, no full-time person shall be reduced in an Area and/or specific curricular area if there are enough class assignments being taught in partial positions in that Area and/or specific curricular area for a full-time position. No full-time staff person shall be reduced if there are part-time employees in that Area or specific curricular area.

A teacher who transfers at his/her own request from one Area to another shall have no accrued seniority in the Area to which the teacher transfers but shall maintain any accrued seniority in the Area from which the teacher has transferred. However, if the transfer is at the request of the administration or Board, or is not at the teacher's request due to staff reassignment, the teacher shall maintain his/her seniority rights in the Area from which he/she transferred and continue to accrue seniority in the previous Area.

A part-time employee is a person who is employed on an individual contract that is less than a 100% contract. A partial position is a position that includes a teaching assignment in two or more Areas and/or specific curricular areas.

SECTION 7.2 RECALL

Any teacher who resigns within five (5) days of receiving the "Notice and Recommendation to Terminate Contract" from the Superintendent, if such termination is based on Section 7.1 of this Master Contract, shall have Recall privileges to the Area and/or specific curricular area that he/she was in immediately prior to being reduced and/or terminated. These Recall privileges shall be for one (1) calendar year beginning August 1 following the year during which the termination or reduction took place provided, however, that he/she specifically requests in writing concurrent with his/her resignation that he/she desires to be Recalled to the Algona Community School District. Any teacher resigning pursuant to Section 7.1 shall maintain earned years of Seniority if recalled pursuant to Section 7.2. In addition, any teacher who was reduced to part-time status pursuant to Section 7.1 and remains a continuous part-time professional employee of the District shall be offered any full-time position that becomes available in the Area and/or specific curricular area from which he/she had been reduced pursuant to Section 7.1.

Any teacher wishing to exercise his/her Recall privileges shall keep the school informed of his/her current address by informing the Superintendent of the Algona Community Schools, in writing, of such changes in said teacher's address.

Any teacher re-employed by exercising his/her Recall privileges shall be placed on the appropriate experience step on the salary schedule and shall be granted any unused sick leave accumulation prior to termination. The offer of a Recall to a position shall be sent by certified mail and shall be accepted or rejected within ten (10) calendar days of receipt of the letter. Rejection of a Recall or failure to respond to the notice by an individual shall terminate his/her Recall rights, as well as Seniority.

Recall to available position(s) shall be made in the reverse order of termination or demotion. That is the last person terminated shall be the first recalled.

Failure on the part of the staff member to meet all requirements, as herein stated, shall be considered as grounds for final termination of all Recall rights to the Algona Community Schools.

SECTION 7.3 TRANSFER

Procedures for implementing voluntary transfers will include an internal notice of vacant positions made available to staff by the Superintendent of Schools following board approval of positions to be advertised. Any teacher who is interested in a voluntary transfer may make application for the position by following the standard district application procedures.

A teacher who transfers at his/her own request from one Area to another shall have no accrued seniority in the Area to which the teacher transfers but shall maintain any accrued seniority in the Area from which the teacher has transferred. However, if the transfer is at the request of the administration or Board, or is not at the teacher's request due to staff reassignment, the teacher shall maintain his/her seniority rights in the Area from which he/she transferred and continued to accrue seniority in the previous Area.

ARTICLE VIII EVALUATION PROCEDURES

SECTION 8.1

The building principal or appropriate supervisor shall acquaint each employee under his/her supervision with the evaluation procedures and instrument to be used in evaluating contractual performance. No evaluation shall take place until this orientation has been completed.

SECTION 8.2

A probationary employee shall be formally evaluated at least twice each semester during the probationary period. Continuing employees shall be formally evaluated a minimum of three (3) times every third year. The schedule for such evaluations will be established in cooperation with the employee. These evaluations shall be formative in nature. In the event that the building administrator, or other evaluator, determines that the employee does not meet established criteria, the employee may be recommended for intensive assistance. Any employee placed in an intensive assistance program shall be notified in writing no later than May 15 each year. An employee so notified shall be responsible to contact their building administrator to seek assistance in developing the intensive assistance program for the next school year.

SECTION 8.3

The intensive assistance program shall continue for a minimum of one (1) school year and may be extended for an additional year or year(s). The principal or appropriate supervisor shall provide the employee with definite, positive assistance to improve the quality of teaching and to eliminate deficiencies noted. If the deficiencies are corrected, the employee will be returned to the three (3) year rotation. If deficiencies are not corrected, the employee shall be recommended for summative evaluation. Any employee made subject to summative evaluation shall be notified in writing no later than May 15 that they will be subject to summative evaluation.

SECTION 8.4

The evaluator and the instructor shall meet within three (3) school days following the observation. A copy of the evaluation, signed by both parties, shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation. The employee may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

SECTION 8.5

All formal summative evaluation observations shall be announced at least twenty-four (24) hours in advance and shall not unduly interfere with the teaching-learning process and shall be at least thirty (30) consecutive minutes in length. There shall be at least a fifteen (15) workday period between each evaluation unless otherwise requested by the employee. Evaluations shall be based on the criteria established in Section 8.9 of this agreement.

SECTION 8.6

An employee shall have the right to inspect and copy contents of the employee's personnel file under the supervision of the superintendent or designee. Such inspections shall be limited to the contents after employment date.

SECTION 8.7

It is understood that informal evaluation may take place during the year, and the employee may respond in writing to any such informal evaluation.


SECTION 8.8

Evaluations offered in a Chapter 279 proceeding are subject to challenge in that proceeding by the teacher. Evaluations other than those used in a Chapter 279 proceeding shall be subject to the grievance procedure used in this contract.

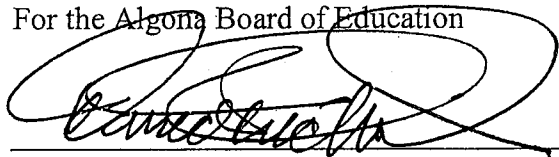
DURATION CLAUSE

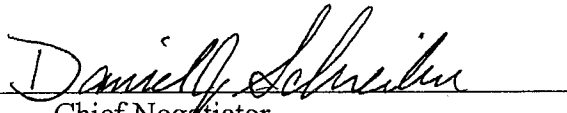
This contract shall commence July 1, 2006 and shall expire June 30, 2007.

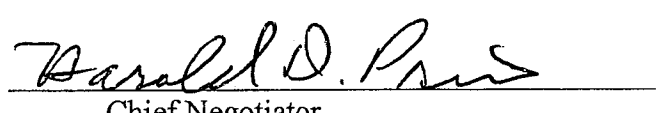
For the Algona Association of Educators

By 
President

For the Algona Board of Education


President

By 
Chief Negotiator


Chief Negotiator

ATTACHMENT I

BASE SALARY SCHEDULE 2006-07

BASE = 26075

Vertical Increment 4.5% 1173

Horizontal Increment 5.0% 1303

STEP	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30
0	26075	27378	28681	29984	31287	32590	33893
1	27248	28551	29854	31157	32460	33763	35066
2	28421	29724	31027	32330	33633	34936	36239
3	29594	30897	32200	33503	34806	36109	37412
4	30767	32070	33373	34676	35979	37282	38585
5	31940	33243	34546	35849	37152	38455	39758
6	33113	34416	35719	37022	38325	39628	40931
7	34286	35589	36892	38195	39498	40801	42104
8	35459	36762	38065	39368	40671	41974	43277
9	36632	37935	39238	40541	41844	43147	44450
10	37805	39108	40411	41714	43017	44320	45623
11	38978	40281	41584	42887	44190	45493	46796
12		41454	42757	44060	45363	46666	47969
13			43930	45233	46536	47839	49142
14			45103	46406	47709	49012	50315
15			46276	47579	48882	50185	51488
16							52661

This Salary Schedule is based on a number of days which the employer will indicate, in writing, to the Association prior to the beginning of negotiations each year. If the employer chooses to assign employees beyond the number of days specified, the employee will be compensated at a per diem rate of his/her contracted salary.

This Salary Schedule (Attachment I) will be used to generate the Supplemental Pay Schedule (Attachment III).

ATTACHMENT II

**BASIC SALARY SCHEDULE
2006-07**

BASE = 26075

Vertical Increment 4.5% 1173

Horizontal Increment 5.0% 1303

STEP	BA	BA+10	BA+20	MA	MA+10	MA+20	MA+30
0	26075	27378	28681	29984	31287	32590	33893
1	27248	28551	29854	31157	32460	33763	35066
2	28421	29724	31027	32330	33633	34936	36239
3	29594	30897	32200	33503	34806	36109	37412
4	30767	32070	33373	34676	35979	37282	38585
5	31940	33243	34546	35849	37152	38455	39758
6	33113	34416	35719	37022	38325	39628	40931
7	34286	35589	36892	38195	39498	40801	42104
8	35459	36762	38065	39368	40671	41974	43277
9	36632	37935	39238	40541	41844	43147	44450
10	37805	39108	40411	41714	43017	44320	45623
11	38978	40281	41584	42887	44190	45493	46796
12		41454	42757	44060	45363	46666	47969
13			43930	45233	46536	47839	49142
14			45103	46406	47709	49012	50315
15			46276	47579	48882	50185	51488
16							52661

ATTACHMENT III

**SUPPLEMENTAL PAY SCHEDULE
2006-07**

BASE = 25450

DUTY	1-2 YEARS		3-4 YEARS		5 YEARS	
ATHLETIC DIRECTOR	16%	4,072	17%	4,327	18%	4,581
Weight Lifting Supervisor	\$20 per day with a maximum of 145 days					
FOOTBALL						
Head Varsity	15%	3,818	16%	4,072	17%	4,327
Asst. Varsity	11%	2,800	12%	3,054	13%	3,309
Asst. Varsity	11%	2,800	12%	3,054	13%	3,309
Sophomore	11%	2,800	12%	3,054	13%	3,309
Sophomore	11%	2,800	12%	3,054	13%	3,309
Frosh	9%	2,291	10%	2,545	11%	2,800
Frosh	9%	2,291	10%	2,545	11%	2,800
Head M. S	8%	2,036	9%	2,291	10%	2,545
Asst. M. S.	8%	2,036	9%	2,291	10%	2,545
Asst. M. S.	8%	2,036	9%	2,291	10%	2,545
CROSS COUNTRY	13%	3,309	14%	3,563	15%	3,818
VOLLEYBALL						
Head Varsity	15%	3,818	16%	4,072	17%	4,327
Asst. Varsity	11%	2,800	12%	3,054	13%	3,309
Frosh	9%	2,291	10%	2,545	11%	2,800
M. S. (8th Grade)	8%	2,036	9%	2,291	10%	2,545
M. S. (7th Grade)	8%	2,036	9%	2,291	10%	2,545
BOYS BASKETBALL						
Head Varsity	15%	3,818	16%	4,072	17%	4,327
Asst. Varsity	11%	2,800	12%	3,054	13%	3,309
Frosh	9%	2,291	10%	2,545	11%	2,800
M. S. (8th Grade)	8%	2,036	9%	2,291	10%	2,545
M. S. (7th Grade)	8%	2,036	9%	2,291	10%	2,545
GIRLS BASKETBALL						
Head Varsity	15%	3,818	16%	4,072	17%	4,327
Asst. Varsity	11%	2,800	12%	3,054	13%	3,309
Frosh	9%	2,291	10%	2,545	11%	2,800
M. S. (8th Grade)	8%	2,036	9%	2,291	10%	2,545
M. S. (7th Grade)	8%	2,036	9%	2,291	10%	2,545

DUTY	1-2 YEARS		3-4 YEARS		5 YEARS	
WRESTLING						
Head Varsity	15%	3,818	16%	4,072	17%	4,327
Asst. Varsity	11%	2,800	12%	3,054	13%	3,309
Asst. Varsity	11%	2,800	12%	3,054	13%	3,309
Head M. S	8%	2,036	9%	2,291	10%	2,545
Asst. M. S.	8%	2,036	9%	2,291	10%	2,545
BOYS TRACK						
Head Varsity	15%	3,818	16%	4,072	17%	4,327
Asst. Varsity	11%	2,800	12%	3,054	13%	3,309
Asst. Varsity (B&G)	11%	2,800	12%	3,054	13%	3,309
M. S.	8%	2,036	9%	2,291	10%	2,545
M. S.	8%	2,036	9%	2,291	10%	2,545
GIRLS TRACK						
Head Varsity	15%	3,818	16%	4,072	17%	4,327
Asst. Varsity	11%	2,800	12%	3,054	13%	3,309
M. S.	8%	2,036	9%	2,291	10%	2,545
M. S.	8%	2,036	9%	2,291	10%	2,545
GOLF						
Boys	13%	3,309	14%	3,563	15%	3,818
Girls	13%	3,309	14%	3,563	15%	3,818
BASEBALL						
Head Varsity	15%	3,818	16%	4,072	17%	4,327
Asst. Varsity	10%	2,545	11%	2,800	12%	3,054
Frosh	9%	2,291	10%	2,545	11%	2,800
SOFTBALL						
Head Varsity	15%	3,818	16%	4,072	17%	4,327
Asst. Varsity	10%	2,545	11%	2,800	12%	3,054
Frosh	9%	2,291	10%	2,545	11%	2,800
M. S.	8%	2,036	10%	2,545	11%	2,800
VOCAL MUSIC						
Elementary - B.G.	3%	764				
Elementary - Bryant	3%	764				
Elementary - L.W.	3%	764				
M. S.	4%	1,018	6%	1,527	8%	2,036
H. S.	15%	3,818	16%	4,072	17%	4,327
INSTRUMENTAL						
M. S.	10%	2,545	11%	2,800	12%	3,054
H. S.	15%	3,818	16%	4,072	17%	4,327

DUTY	1-2 YEARS		3-4 YEARS		5 YEARS	
DEPARTMENT CHAIRPERSONS						
M. S. Language Arts	2%	509				
M. S. Mathematics	2%	509				
M. S. Science	2%	509				
M. S. Social Studies	2%	509				
H. S. Business Ed	2%	509				
H. S. English	2%	509				
H. S. Mathematics	2%	509				
H. S. Science	2%	509				
H. S. Social Studies	2%	509				
CLUBS						
HIGH SCHOOL						
Academic Decathlon	12%	3,054				
Activity Supervision	\$20	per activity				
Adult Farmer	5%	1,273				
AFS	2%	509				
Art Activities	5%	1,273				
Camera	3%	764				
Chaperone (Bus)	\$20	per trip for less than 6 hours				
	\$30	per trip for 6 hours and over				
Cheerleaders	5%	1,273				
Concessions Coord.	10%	2,545				
Concessions Coord. (A)	6%	1,527				
Drama	10%	2,545	11%	2,800	12%	3,054
Assistant Drama	7%	1,782	8%	2,036	9%	2,291
Drill Team	8%	2,036				
Flag/Color Guard	8%	2,036				
Forensics	7%	1,782	8%	2,036	9%	2,291
FFA	8%	2,036	9%	2,291	10%	2,545
Intramurals	5%	1,273				
Jr. -Sr. Prom Sponsor	2%	509				
Mock Trial	3%	764				
Model U.N Advisor	6%	1,527				
Publications	7%	1,782	8%	2,036	9%	2,291
Radio/TV Program	7%	1,782	8%	2,036	9%	2,291
Special Olympics	2%	509				
Yearbook	7%	1,782	8%	2,036	9%	2,291
Quiz Bowl	6%	1,527	7%	1,782	8%	2,036

DUTY	1-2 YEARS		3-4 YEARS		5 YEARS	
MIDDLE SCHOOL						
Cheerleaders	4%	1,018				
Science Fair	8%	2,036	9%	2,291	10%	2,545
Asst. Science Fair	4%	1,018				
Student Council	5%	1,273				
Spelling Bee	9%	2,291				
6th Grade Math Bee	3%	764				
8th Grade Math Bee	3%	764				
7/8 Math Counts	3%	764				
M.S. Quiz Bowl	3%	764				
M.S. Voluntary Spec	2.5%	636				
ELEMENTARY						
Special Olympics	2%	509				

ATTACHMENT IV

DUES DEDUCTION AUTHORIZATION

The undersigned authorizes and directs the Algona Community School District to deduct his/her professional association dues from his/her paycheck, commencing next September 5.

The professional dues to be deducted are those of the National Education Association, the Iowa State Education Association, and the Algona Association of Educators. The amount of dues shall be those fixed by the Algona Association of Educators during the previous school year.

This authorization shall remain in full force and effect during each successive year of employment with the Algona Community School District business office and to the Algona Association of Educators.

Amounts to be deducted:

_____ National Education Association
_____ Iowa State Education Association
_____ Algona Association of Educators
_____ TOTAL

Date

Signature

DUE AUGUST 25. The above authorization must be received by August 25 by the business office of the Algona Community School District in order to be effective.